



**GAIL FARBER, Director**

# **COUNTY OF LOS ANGELES**

## **DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 29, 2011

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

# **ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

35 November 29, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**USE AGREEMENT  
BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND MOUNTAINS RECREATION AND CONSERVATION AUTHORITY  
COMPTON CREEK - PARCEL 738  
IN THE CITY OF COMPTON  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

### **SUBJECT**

This action is to approve a Use Agreement for public recreational purposes between the Los Angeles County Flood Control District and Mountains Recreation and Conservation Authority along the north side of Compton Creek in the City of Compton.

### **IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Acting as a responsible agency, find that this project is categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the proposed 20-year Use Agreement between the Los Angeles County Flood Control District and Mountains Recreation and Conservation Authority for public recreational purposes along the north side of Compton Creek, Parcel 738, will not interfere with the primary purpose of the Los Angeles County Flood Control District.
3. Approve and instruct the Mayor, Board of Supervisors of the Los Angeles County Flood Control District, to sign the Use Agreement on behalf of the Los Angeles County Flood Control District and authorize delivery to Mountains Recreation and Conservation Authority.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval from your Board, acting as the governing body of the Los Angeles County Flood Control District (LACFCD), to allow the LACFCD to enter into a Use Agreement with Mountains Recreation and Conservation Authority (MRCA) for public recreational purposes along the north side of Compton Creek, Parcel 738, in the City of Compton. MRCA proposes to construct, operate, and maintain improvements including, but not limited to, park amenities, landscaping, trails, bio-swales, seating, and interpretive panels in connection with their project known as Washington Elementary Natural Park.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The improvement will enhance river aesthetics and recreational opportunities in the area, thereby improving the quality of life for the residents of the County of Los Angeles.

## **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

There will be no monetary consideration paid for this Use Agreement since use of the LACFCD's property is for recreational purposes. The Los Angeles County Flood Control Act provides for LACFCD property to be used for this purpose as long as the public recreational purposes are compatible with the LACFCD's purposes of flood control, water quality, and water conservation.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Parcel 738 is located along the north side of Compton Creek, northerly of Cressey Street, in the City of Compton.

The Use Agreement is authorized pursuant to Section 2, paragraph 14, of the Los Angeles County Flood Control Act. This Section authorizes the LACFCD "To provide, by agreement with other public agencies...for the recreational use of the lands, facilities, and works of such district, which shall not interfere or be inconsistent, with the primary use and purpose of such lands, facilities, and works by such district."

The granting of this Use Agreement is not considered adverse to LACFCD's purposes and will not hinder the use of Compton Creek for possible transportation, utility, or recreational corridors.

The 20-year Use Agreement document has been reviewed and approved by County Counsel as to form and will be recorded.

## **ENVIRONMENTAL DOCUMENTATION**

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15304(a) and (b) and Section 15305 of the CEQA guidelines and Class 4(a) and (c) and Class 5(a) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for minor alterations of land including, but not limited to, grading and new landscaping and for entering into agreements for

The Honorable Board of Supervisors

11/29/2011

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projects in the County right of way. MRCA is the lead agency for this project, and a Notice of Exemption was prepared by MRCA and filed with the Los Angeles County Registrar-Recorder/County Clerk on June 23, 2008.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

This action allows for the joint use and enjoyment of the LACFCD's right of way by the public without interfering with the primary mission of the LACFCD.

**CONCLUSION**

Please return one adopted copy of this letter and two executed Use Agreements to the Department of Public Works, Survey/Mapping & Property Management Division. Retain the duplicate for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:SGS:hp

Enclosures

c: Auditor-Controller (Accounting Division - Asset  
Management)  
Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office

USE AGREEMENT NO. \_\_\_\_\_  
COMPTON CREEK  
PARCEL 738  
ROW MAP NO. 33-RW-9  
THOMAS PAGE & GRID: 734, G3  
SUPERVISORIAL DISTRICT NO. 2

### USE AGREEMENT

This Use Agreement is entered into on November 29, 2011 by and between the

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic,

herein referred to as DISTRICT

and

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a local government  
public entity,

herein referred to as MRCA

### RECITALS

The DISTRICT owns fee title to portions of Compton Creek generally located northerly of Cressey Street, in the City of Compton, State of California and, as more particularly shown on Exhibit A, attached hereto, and made a part hereof, hereafter referred to as PREMISES; and

MRCA proposes to use a portion of the PREMISES for public recreational purposes, in connection with MCRA's project known as Washington Elementary Natural Park; and

MRCA proposes to construct, operate, and maintain certain improvements on the PREMISES in connection with the Project including, but not limited to, park amenities, landscaping, trails, bio-swales, seating and interpretive panels, hereafter referred to as IMPROVEMENTS.

NOW, THEREFORE, in consideration of these recitals and the faithful performance by MRCA and the DISTRICT of the mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and MRCA hereto mutually agree as follows:

77699



## SECTION 1. Authorized Use

- 1.1. MRCA is authorized and permitted to use the PREMISES for public recreational purposes including the construction, operation, maintenance, and use of the IMPROVEMENTS in accordance with the terms and conditions of this Use Agreement. Any other use of the PREMISES by MRCA is expressly prohibited.
- 1.2. MRCA's use of the PREMISES shall be subordinate to the primary uses and purposes of the PREMISES for watershed management, including flood control, water conservation, and water quality purposes by the DISTRICT and others (pursuant to the DISTRICT's permission), and MRCA's use of the PREMISES shall at no time interfere with the use of the PREMISES or the use of the DISTRICT's adjacent property and/or improvements for such purposes.
- 1.3. MRCA acknowledges that the acquisition of any permits for the Project required by other affected agencies, and the consent of underlying fee owner(s) of the DISTRICT's easements are the responsibility of MRCA.

## SECTION 2. Construction and Maintenance of Improvements

- 2.1. MRCA understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) and the State CEQA Guidelines prior to implementing the IMPROVEMENTS and that MRCA shall be the lead agency with respect to any and all CEQA compliance related to the IMPROVEMENTS. In addition to its other indemnification obligations as specified below, MRCA hereby agrees to indemnify, defend, and hold harmless the DISTRICT and COUNTY OF LOS ANGELES and their elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the IMPROVEMENTS that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines or the National Environmental Policy Act.
- 2.2. MRCA shall bear all costs in connection with the construction of the IMPROVEMENTS, including preparation of plans and specifications and all construction costs and expenses.
- 2.3. Prior to commencement of any construction activity on the PREMISES by or on behalf of MRCA, MRCA shall submit the plans and specifications for the IMPROVEMENTS to, and shall apply for and obtain a permit from, the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works. MRCA shall also obtain the DISTRICT's prior written approval should MRCA propose to make any changes to the approved plans and specifications.

- 2.4. Upon completion of the construction of the IMPROVEMENTS, MRCA shall provide the DISTRICT with approved As-Built plans.
- 2.5. MRCA shall keep, inspect, and maintain the PREMISES and the IMPROVEMENTS in a safe, clean, and orderly condition at all times during the term of this Use Agreement and shall not permit trash and debris, including but not limited to rubbish, tin cans, bottles, and garbage to accumulate at any time, nor shall MRCA commit, suffer, or permit any waste on the PREMISES or IMPROVEMENTS or permit any acts to be done in violation of any laws or ordinances thereon.
- 2.6. MRCA shall remove graffiti from the PREMISES and IMPROVEMENTS and any walls, fences, and signs, which are located within the PREMISES, anytime graffiti is discovered by MRCA or anytime MRCA is notified by the DISTRICT. Graffiti must be removed within the following guidelines:
  - 2.6.1. Remove vulgar graffiti (i.e., profane, obscene, or racist) within 24 hours, Monday through Friday.
  - 2.6.2. Remove other graffiti within 72 hours, Monday through Friday.
- 2.7. MRCA shall replace or repair any property of the DISTRICT that becomes damaged by MRCA or any person entering the PREMISES at MRCA's invitation or with the consent of the MRCA, either expressed or implied, within a reasonable time to the satisfaction of the DISTRICT or shall compensate the DISTRICT for the damage within thirty (30) days of MRCA's receipt of an invoice from the DISTRICT.
- 2.8. MRCA shall close all gates and take all actions necessary to render the PREMISES inaccessible to public access in the event MRCA abandons its operation and maintenance of the IMPROVEMENTS or when the weather forecast for the next 24-hour period is for one (1) inch of rain or more, or when notified by the DISTRICT.



### SECTION 3. Term

- 3.1. The term of this Use Agreement shall be for twenty (20) years (Initial Term), subject to the DISTRICT's right to terminate MRCA's use as provided for in Section 4, below.
- 3.2. This Use Agreement shall expire at the end of the Initial Term provided, however, the DISTRICT may amend this Use Agreement to extend beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from MRCA no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

### SECTION 4. Termination of Use

- 4.1. The DISTRICT shall have the right to cancel and terminate MRCA's use of the PREMISES, pursuant to this Use Agreement, by giving MRCA at least ninety (90) days prior written notice under the following conditions:
  - 4.1.1. The DISTRICT proposes to implement a project on, or including the PREMISES for watershed management purposes, including flood control, water conservation, and water quality ; and
  - 4.1.2. The DISTRICT determines, in good faith, that the IMPROVEMENTS and/or MRCA's use of the PREMISES, or any of them would be substantially incompatible with the proposed project; and
  - 4.1.3. The DISTRICT has notified MRCA of the basis for the DISTRICT's determination that a substantial incompatibility will exist and has provided MRCA with a reasonable opportunity to propose modifications to the IMPROVEMENTS or MRCA's use of the PREMISES that will eliminate the incompatibility.
- 4.2. The DISTRICT shall have the right to cancel and terminate MRCA's use of the PREMISES, pursuant to this Use Agreement, by giving MRCA at least 60 days prior written notice, if MRCA breaches any term or condition of this Use Agreement.
- 4.3. The DISTRICT shall have the right to immediately cancel and terminate MRCA's use of the PREMISES, pursuant to this Use Agreement or, in the DISTRICT's sole discretion, to temporarily suspend such use in the event the DISTRICT determines, in good faith, that it is necessary for the DISTRICT to enter and take exclusive possession of the PREMISES in order to respond to an emergency, as defined in Public Contract Code Section 1102.

- 4.4. MRCA shall have the right to cancel and terminate its use of the PREMISES, pursuant to this Use Agreement, for any reason by giving the DISTRICT at least sixty (60) days prior written notice.

#### SECTION 5. Removal of Improvements and Restoration of Premises

- 5.1. Upon the expiration or sooner termination of this Use Agreement, MRCA shall, at its own expense, remove the IMPROVEMENTS and restore the PREMISES, to a condition similar to or better than that which existed on the effective date of this Use Agreement, reasonable wear and tear excepted.
- 5.2. Prior to commencing the removal of the IMPROVEMENTS, or any of them, MRCA shall apply for and obtain a permit therefore, from the Land Development Division, Subdivision and Permits Unit, of the County of Los Angeles Department of Public Works.
- 5.3. If MRCA fails to remove the IMPROVEMENTS and restore the PREMISES within ninety (90) days of the expiration of this Use Agreement or sooner termination of MRCA's use of the PREMISES, pursuant to this Use Agreement, the DISTRICT may remove the IMPROVEMENTS.
- 5.4. If the DISTRICT removes the IMPROVEMENTS pursuant to Subsection 5.3, the DISTRICT shall submit a billing invoice to MRCA indicating the costs and expenses incurred by the DISTRICT in connection with the removal of the IMPROVEMENTS and MRCA shall reimburse the DISTRICT all such costs and expenses for removing said IMPROVEMENTS within thirty (30) days of the billing invoice.

#### SECTION 6. Miscellaneous Terms and Conditions

##### 6.1. Indemnification

- 6.1.1. In accordance with Government Code Section 895.4, the DISTRICT and MRCA agree to apportion responsibility and indemnification, notwithstanding any other provision of law, as follows:

- 6.1.1.1. MRCA shall indemnify, defend, and hold the DISTRICT and the County of Los Angeles and their respective officers, employees, and agents harmless from, and against, any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from,



or related to, the construction, reconstruction, maintenance, operation, or removal of the IMPROVEMENTS or MRCA's use of the PREMISES.

- 6.1.1.2. The DISTRICT shall indemnify, defend, and hold MRCA and its officers, employees and agents harmless from and against, any claims, demands, liability, damages, costs, and expenses including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to the construction, reconstruction, maintenance, operation, or removal of any improvements constructed or maintained by the DISTRICT on, above, or under the PREMISES or arising from any and all uses of the PREMISES by the DISTRICT.
- 6.1.2. MRCA releases the DISTRICT and waives all rights to damages for any loss, costs, or expenses MRCA may sustain as a result of any damage to, or destruction of, the IMPROVEMENTS or to the PREMISES attributable to the DISTRICT's watershed management activities, including any flood control, water conservation or water quality activities on, or adjacent to, the PREMISES, or attributable to any flooding caused by inadequacy or failure of the DISTRICT's facilities.
- 6.1.3. Each party to this Use Agreement shall include the other within the protection of any indemnification clause contained in any ancillary contract relating to the PREMISES.
- 6.2. Without limiting MRCA's indemnification of the DISTRICT, MRCA shall procure and maintain, in full force and effect during the term of this Use Agreement, insurance policies providing for the following insurance coverage:
  - Comprehensive general liability and property damage coverage with a combined single limit liability in the amount of not less than TWO MILLION DOLLARS (\$2,000,000) per occurrence.
  - Worker's Compensation coverage in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and MRCA against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by, or any person retained by, MRCA in the course of carrying out the work or services contemplated in this Agreement.

- Automobile Liability Insurance: MRCA shall procure such policy with coverage of not less than One Million Dollars (\$1,000,000) per accident.
  - The County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors, and employees shall be named as Additional Insureds on all policies of liability insurance. MRCA shall furnish to the DISTRICT a Policy of Insurance evidencing MRCA's insurance coverage no later than ten (10) working days after execution of the Agreement, but before MRCA takes possession of the Premises. Upon renewal of said policy, MRCA shall furnish to the DISTRICT a Certificate evidencing MRCA's continued insurance coverage as required herein.
  - The DISTRICT may accept, should MRCA elect to provide, a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.
- 6.3. MRCA and the DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
- 6.4. The parties expressly recognize and intend that in consideration of this Use Agreement, which is solely for MRCA's benefit, that the DISTRICT is not to incur any liability whatsoever for any injury, death, or property damage arising from any use of the PREMISES or the IMPROVEMENTS by persons who gain entry through openings or areas provided for MRCA's use.
- 6.5. The DISTRICT, its Board, and any authorized officer, engineer, employee, or contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by MRCA, its agents, officers, contractors, employees, or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for protection of any right or interest of the DISTRICT.
- 6.6. Except as to fuels, lubricants, and products associated with motorized vehicles, equipment, gardening, or maintenance-related substances, or all of the above, MRCA shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT, which consent shall not be unreasonably denied. In the event of spillage, leakage, or escape of any hazardous substance onto the PREMISES, MRCA shall immediately notify the DISTRICT by calling (800) 675-4357. If the spillage, leakage, or



escape was caused by MRCA, MRCA shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of MRCA's hazardous substances, MRCA shall be liable for and reimburse the DISTRICT for any and all cost and expenses that the DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as the DISTRICT may incur by reason of Federal, State, local, or other authoritative agency's laws and regulations. Notwithstanding the foregoing, MRCA shall have no responsibility regarding any spillage, leakage or escape associated with any of the DISTRICT's tenants, licensees, or easement holders.

- 6.7. Any notice to be given or document to be delivered by the DISTRICT or MRCA to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, duly registered or certified, with postage prepaid and addressed to the party for whom intended as follows:

To the DISTRICT:

Los Angeles County Flood Control District  
Attention Survey/Mapping & Property Management Division  
P.O. Box 1460  
Alhambra, CA 91802-1460

Telephone: (626) 458-7065 or (626) 458-7072; Fax (626) 979-5322  
For Emergencies, contact (626) 458-HELP (4357)

To MRCA:

Mountains Recreation and Conservation Authority  
Attention Joseph T. Edmiston  
570 West Avenue 26, Suite 100  
Los Angeles, CA 90065

Telephone: (323) 221-9944

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IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused this Use Agreement to be subscribed by the Mayor of the Board of Supervisors and the seal of the DISTRICT to be affixed hereto and attested by its executive Officer of the Board of Supervisors, and the MRCA has hereunto subscribed their names, the date and year first above written.

DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
a body corporate and politic

By Mike Antonovich  
Mayor, Board of Supervisors of the  
Los Angeles County Flood Control District

November 29, 2011  
Date

ATTEST:

Sachi A. Hamai, Executive Officer  
of the Board of Supervisors of the County of Los Angeles

By: [Signature]  
Deputy



I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: Carole Suzuki for Julia Weissman  
Deputy

SACHI A. HAMAI  
Executive Officer  
Clerk of the Board of Supervisors

By: [Signature]  
Deputy

MRCA:

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY,  
a public entity

By: [Signature]

10/18/2011  
Date

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

35

NOV 29 2011

Sachi A. Hamai  
SACHI A. HAMAI  
EXECUTIVE OFFICER

77699

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of

Los Angeles

On

10/18/11

Date

before me,

Dawn Yasui, Notary Public

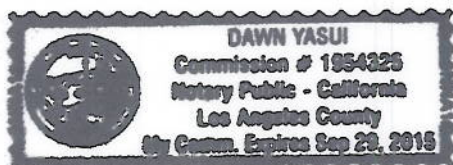
Here Insert Name and Title of the Officer

personally appeared

Lisa Soghor

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies); and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

Dawn Yasui

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

STATE OF CALIFORNIA       )  
  ) SS.  
COUNTY OF LOS ANGELES   )

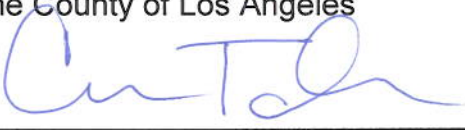
On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

The undersigned hereby certifies that on this 29<sup>th</sup> day of November, 2011, the facsimile signature of MIKE ANTONOVICH, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



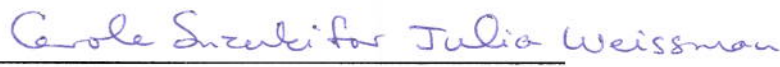
SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By   
Deputy

(LACFCD-SEAL)

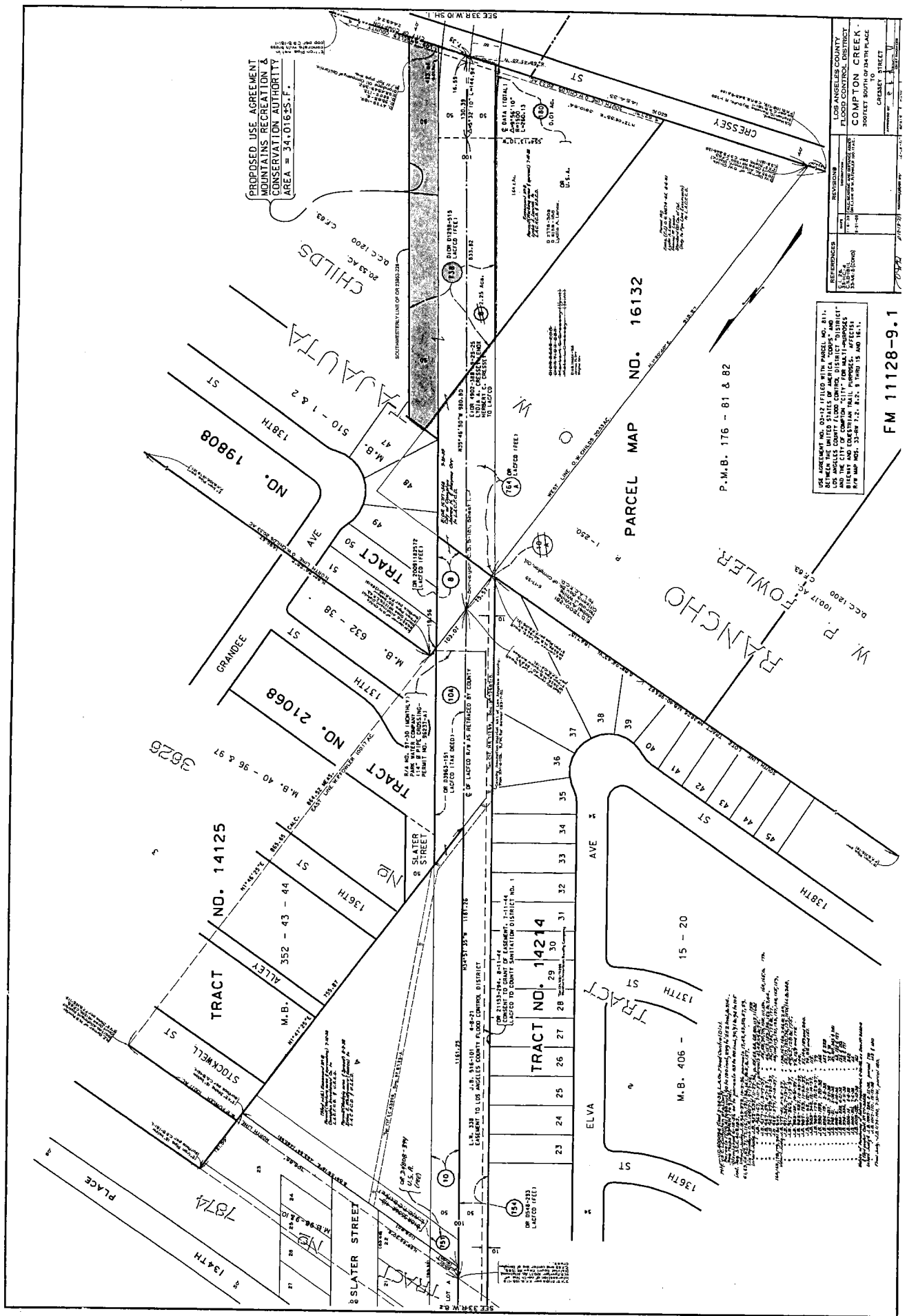
APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN  
County Counsel

By   
Deputy

OM:hp  
P6:\ComptonCrk UseAgrmt





FM 11128-9.1